



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** FORD / NEW HOLLAND PARTS, TRACTOR

**CONTRACT #:** 0906-01

**CONTRACT DATES:** 9/21/01 - 08/31/06

**BUYER:** Mary Ann Wood  
**PHONE:** 585-428-3225  
**FAX:** 585-428-2264

**VENDOR:** Jennings Tractor, Inc.  
7216 Route 31  
Fairport, NY 14450  
Phone: 223-4056  
Fax: 425-7644

## TERMS AND CONDITIONS

**BID ITEM:** FORD/NEW HOLLAND TRACTOR PARTS

**FOR:** VARIOUS MONROE COUNTY AGENCIES

**DUPLICATE COPIES:** PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE ( 1 ) COPY.

**QUANTITIES:** There are no guaranteed minimums or maximums. All unit prices bid will be extended for the actual number of units purchased during the contract term. In 2000, Monroe County spent approximately \$8,500 for products under this contract.

**DELIVERY:** Deliveries must be F.O.B. destination as specified by a purchase order. The Contractor must be prepared to make over-the-counter delivery when requested by an authorized Monroe County employee. Otherwise, deliveries must be F.O.B. destination within two ( 2 ) days after receipt of an order. **IF THIS DELIVERY TIME IS NOT ACCEPTABLE THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN THE BID PROPOSAL.** Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.

**SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

**METHOD OF AWARD:** Monroe County will award a contract to the **LOWEST RESPONSIBLE AND RESPONSIVE BIDDER based on the BEST DISCOUNT. Bidder must meet the terms of the specifications.** Monroe County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

**CONTRACT TERM/  
PRICE CHANGES:**

This contract will be in effect from the date of award through August 31, 2002 with the option to renew for up to four ( 4 ) additional one ( 1 ) year terms at the mutual consent of both parties. The discount(s) bid must remain firm throughout the term of the contract unless a better discount is negotiated at the time of any renewal. **The discount bid applies to the entire price list as specified unless otherwise specified by Monroe County or noted by the bidder in his original proposal.**

**UPON NOTIFICATION OF AWARD, THE CONTRACTOR MUST SUBMIT TO PURCHASING TWO ( 2 ) COPIES OF THE CURRENT MANUFACTURER'S PRICE LIST(S). THE PRICE LIST(S) CAN BE IN PRINT, MICROFICHE OR DISKETTE FORM. DEPARTMENTAL OR AGENCY REQUESTS FOR PRICE LISTS MUST BE HONORED BY THE CONTRACTOR, WHEN FEASIBLE. IN THE EVENT THE MANUFACTURER RELEASES A NEW PRICE LIST DURING THE CONTRACT TERM, THE CONTRACTOR MUST PROVIDE THE MONROE COUNTY PURCHASING MANAGER TWO ( 2 ) COPIES OF THE UPDATED PRICE LIST AT LEAST ONE ( 1 ) WEEK PRIOR TO ITS TAKING EFFECT UNDER THIS CONTRACT. THE CONTRACTOR MUST RECEIVE WRITTEN APPROVAL OF THE NEW PRICE LIST FROM PURCHASING PRIOR TO ITS BEING USED FOR BILLING.**

**SPECIFIED PRICE  
LIST(S):**

The price list(s) specified in this bid is being bid in its entirety (unless otherwise noted) and is believed by Monroe County to be the most current manufacturer's price list(s). The price list(s) will be used as a point of reference for discount comparison in the contract award. **IF, HOWEVER, A BIDDER WISHES TO SUBMIT A MORE UPDATED VERSION OF THE SAME PRICE LIST, WHICH MAY HAVE BECOME AVAILABLE BY THE BID OPENING DATE, HE MAY DO SO.** The bidder must understand that his discount(s) bid will be based on the specified price list(s). Any more recent list(s) submitted with his bid will be honored immediately upon award of the contract to him.

**UNCONTEMPLATED  
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items that may be best procured via separate public bid and/or request for quotation and to otherwise act in furthering its own interests.

**WARRANTY:**

All standard manufacturer's warranties will apply.

**PURCHASE ORDER  
ISSUANCE AND  
BLANKET ORDERS:**

Delivery of goods may be directed by the receipt of a purchase order or a purchase order number. In addition, if a contract results from this bid, you may receive "blanket orders" which authorize you to release the commodities or services contracted for up to the dollar value specified on the purchase order. In these instances, you are prohibited from supplying items that are not on contract or substituting other items. **Items supplied or services rendered that are not part of this bid project will not be paid for by Monroe County.**

**Exceptions may only be authorized by the Purchasing Manager or his authorized agent prior to delivery** on that same purchase order or by issuance of another purchase order.

**The above statement applies to all purchase orders issued by Monroe County.**

**QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.**

**BILLING  
PROCEDURE:**

All invoices for items/services sold any agency as a result of this contract must be billed in the following manner:

- Specify: 1) PURCHASE ORDER NUMBER  
2) DESCRIPTION OF ITEM, INCLUDING MANUFACTURER  
3) DISCOUNT APPLIED  
4) UNIT PRICES AND EXTENSIONS

**INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**OTHER AGENCIES:**

The Contractor must honor the prices, terms and conditions of this contract with any and all municipalities, school districts, fire districts or other district or public authority within Monroe County. The Contractor must also offer the prices, terms and conditions of this contract to political subdivisions, fire companies or districts located entirely or partly within Monroe County. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor and any third party.

**REPORT OF  
PURCHASE:**

The Contractor must provide the County Purchasing Manager a written report of contract purchases within two (2) days of such a request. At a minimum this report will indicate the name of the municipality and/or district purchasing from this contract and the total dollar amount spent year to date. If feasible, the Contractor will also itemize or categorize the contract purchases, as requested by the Purchasing Manager.

**ADDITIONAL ITEMS:**

Monroe County reserves the right to add related items to this contract during the contract term, upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his designee.

**INDEMNIFICATION**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance, or to assume any such liability for the County by the Contractor.

**EXCEPTION:**

**ANY EXCEPTION TO THIS BID MUST BE IN WRITING AND ATTACHED TO THE PROPOSAL SHEET.**

**BP 0906-01**

**FORD / NEW HOLLAND TRACTOR PARTS**

**DISCOUNT PRICE SHEET**

**DESCRIPTION**

**DISCOUNT**

NEW HOLLAND PARTS & ACCESSORIES  
MASTER PRICE LIST, U.S.

15%

SERVICE DEALER POWER PRICES  
FORD POWER PRODUCTS ( FPP )  
SUGGESTED LIST PRICE LESS:

15%

## MONROE COUNTY PURCHASING Vendor Performance Survey

**Contract Title:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (ie. product information, cost saving strategies, ideas for better use of resources, etc.)										

**Survey Completed by:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

***Please submit this survey to Monroe County Purchasing***